

STATE OF INDIANA)
) SS:
COUNTY OF RIPLEY)

IN THE RIPLEY CIRCUIT COURT
CAUSE NO. 69C01-0405-PL-006

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
AMBERLY GREEN and)
FORREST WIEST,)
)
Defendants.)

FILED

JUL 19 2004

CLERK RIPLEY CIRCUIT COURT

CONSENT JUDGMENT AGAINST FORREST WIEST ONLY

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Defendant, Forrest Wiest, hereby agree to entry of a Consent Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Consent Judgment does not constitute an admission by the Defendant of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendant violated Indiana's Deceptive Consumer Sales Act. The parties consent to entry of a final judgment in this proceeding by the Court and accept this Consent Judgment as final on the issues resolved herein.

JURISDICTION AND SCOPE OF JUDGMENT

1. This Court has jurisdiction and venue over the subject matter of this action and the parties hereto.
2. The State of Indiana's Complaint for Injunction, Restitution, Costs, and Civil Penalties states a cause of action pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*

3. The Defendant, Forrest Wiest, has engaged in the sale of goods via Internet auctions from his home in Ripley County.

RELIEF ORDERED

4. The Defendant, Forrest Wiest, is permanently enjoined from engaging in the following acts and making, causing to be made, or permitting to be made the following representations:

- a. representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know that it does not have;
- b. representing expressly or by implication that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know that the representation is false;
- c. representing either orally or in writing that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that the Defendant can not; and
- d. representing either orally or in writing that the consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, when the Defendant does not intend to sell it.

5. The contracts previously entered into by the Defendant, Forrest Wiest, with consumers Linna Duong, Eileen Sheehan, Seth Lieberfarb and Denise Miller are cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

6. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Linna Duong of Gaithersburg, Maryland, in the amount of Two Hundred Fifty Dollars (\$250.00), payable to the Office of the Attorney General.

7. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Eileen Sheehan of Johnson City, New York, in the amount of Ninety-Five Dollars (\$95.00), payable to the Office of the Attorney General.

8. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Seth Lieberfarb of West Hartford, Connecticut, in the amount of Ninety-Five Dollars (\$95.00), payable to the Office of the Attorney General.

9. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Denise Miller of Cibolo, Texas, in the amount of Thirty-Five Dollars and Ninety-Five Cents (\$33.95), payable to the Office of the Attorney General.

10. The Defendant shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3), the amount of Five Hundred Dollars (\$500.00), representing the Plaintiff's costs of investigating and prosecuting this action.

For a total monetary judgment in the amount Nine Hundred Seventy-Three Dollars and Ninety-Five Cents (\$973.95).


CONTINUING JURISDICTION

11. For the purpose of enforcing the provisions of this Consent Judgment, any subsequent Court that obtains jurisdiction over the Defendant based on a complaint alleging a violation of any law that is the subject of this Consent Judgment may take judicial notice of this Judgment and is deemed to be a proper venue for interpretation and enforcement of this agreement. The Defendant waives any objection regarding a Court's jurisdiction to punish for contempt and agrees to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Consent Judgment this ____
day of July 4, 2004.

STATE OF INDIANA
STEVE CARTER
Indiana Attorney General


FORREST WIEST

by: 
Terry Tolliver
Deputy Attorney General
Attorney No. 22556-49

FILED

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CLERK RIPLEY CIRCUIT COURT

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND DECREED
this 19 day of July, 2004.


Judge, Ripley Circuit Court

Distribution:

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